

All correspondence in connection with contract should include reference to No. NOY(R) - 67924

Harvey + Viereck

417 So. Hill St.

CITY

Los Angeles, Calif.

## GRANT OF EASEMENT

THIS INDENTURE, made the 19<sup>th</sup> day of May, 1964,

between the United States of America, herein called "the Government", acting by and through the Department of the Navy, and Harvey Aluminum (Incorporated) a California corporation, herein called "the Grantee".

WHEREAS, the Government owns that certain real property known and identified as the U. S. Naval Weapons Industrial Reserve Plant, Torrance, California, herein called the "Government Facility", more particularly described as follows:

That portion of the Rancho San Pedro, in the City of Los Angeles, County of Los Angeles, State of California, included in a portion of 638.94 acre allotment to Maria De Los Reyes Dominguez had in Case No. 3284 Superior Court of said county, described as follows:

Beginning at a point in the west line of the 50 foot right of way of the Pacific Electric Railway Company adjoining Normandie Avenue (66 feet wide) on the west, distant northerly 780 feet measured at right angles, from the easterly prolongation of the northerly line of lot 9, block 72 of Tract No. 4983, as per map recorded in book 58 page 80 of Maps, records of said county; thence northerly along the said west line, a distance of 3232.35 feet, more or less, to the south line of 190th Street; thence thereon South 89° 56' 46" West 1729.56 feet; thence South 0° 02' 44" East 161.13 feet to a point on a curve concave southeasterly having a radius of 403 feet a radial line of said curve to said last mentioned point bears North 50° 46' 38" West; thence southwesterly along said curve through a central angle of 39° 15' 34" a distance of 276.14 feet; thence tangent South 0° 02' 12" East 2731.90 feet; thence South 89° 58' 11" West 33.60 feet to a point in the southerly prolongation of the easterly line of the land described in parcel "A" of the deed to Harvey Machine Company, Inc., recorded on January 10, 1949 as Instrument No. 401 in book 29124 page 172 of Official Records of said county distant thereon South 0° 02' 44" East 3147.96 feet from the northeast corner of said land of Harvey Machine Company; thence South 89° 59' 41" West 960.03 feet; thence North 45° 11' 14" West 158.41 feet; thence North 0° 22' 04" West 84.12 feet; thence South 89° 37' 56" West 6.55 feet; thence North 0° 22' 04" West 172.51 feet; thence South 89° 37' 56" West 10 feet to the easterly line of Western Avenue 80 feet wide as shown on Record of Survey filed in book 52 page 47 of Record of Surveys of said county; thence along the said easterly line, South 0° 22' 04" East to the northerly line of said Tract No. 4983; thence easterly along the said northerly line, a distance of 1887.60 feet to the westerly line of the land described in the deed to Hughes Mitchell Processes, Inc., recorded in book 15827 page 169 of Official Records of said county; thence northerly along the last mentioned westerly line, a distance of 780 feet to the northwest corner of said last mentioned land; thence easterly parallel with the said northerly line of lot 9 and prolongations thereof, a distance of 1050 feet to the point of beginning.

1 WHEREAS, the Grantee owns that certain adjacent real property on the  
2 westerly side of the Government Facility, herein called the "Grantee's Plant",  
3 more particularly described as follows:

4 That portion of the Rancho San Pedro, in the City of Los Angeles,  
5 County of Los Angeles, State of California, included in a portion  
6 of 638.94 acre allotment to Maria De Los Reyes Dominguez by final  
7 decree of partition of said Rancho had in Case No. 3284 Superior  
8 Court of said County, described as follows:

9 Beginning at a point in the south line of 190th Street which is  
10 South 89° 56' 46" West 1729.56 feet from a point in the said south  
11 line which last mentioned point is distant westerly 50 feet,  
12 measured at right angles from the westerly line of Normandie  
13 Avenue 66 feet wide; thence South 0° 02' 44" East 161.13 feet to  
14 a point on a curve concave southeasterly having a radius of 403  
15 feet, a radial line of said curve to said last mentioned point  
16 bears North 50° 46' 38" West; thence southwesterly along said curve  
17 through a central angle of 39° 15' 34" a distance of 276.14 feet;  
18 thence tangent South 0° 02' 12" East 2731.90 feet; thence South  
19 89° 58' 11" West 33.60 feet to a point in the southerly prolonga-  
20 tion of the easterly line of the land described in parcel "A" of  
21 the deed to Harvey Machine Company, Inc., recorded on January 10,  
22 1949 as Instrument No. 401 in book 29124 page 172 of Official  
23 Records, in the office of the county recorder of said county;  
24 distant thereon South 0° 02' 44" East 3147.96 feet from the north-  
25 east corner of said land of Harvey Machine Company; thence South  
26 89° 59' 41" West 960.03 feet; thence North 45° 11' 14" West 158.41  
27 feet; thence North 0° 22' 04" West 84.12 feet; thence South 89°  
28 37' 56" West 6.55 feet; thence North 0° 22' 04" West 172.51 feet;  
29 thence South 89° 37' 56" West 10 feet to the easterly line of  
30 Western Avenue 80 feet wide as shown on Record of Survey filed in  
31 book 52 page 47 of Record of Surveys of said county; thence along  
32 the said easterly line North 0° 22' 04" West 2510.29 feet to the  
boundary line of the land described in the deed to the City of Los  
Angeles recorded in book 14601 page 86 of Official Records of said  
county; thence along the said boundary line North 89° 56' 46" East  
10 feet; northerly along a curve concave easterly having a radius  
of 879.29 feet, a distance of 244.09 feet; northerly along a com-  
pound curve concave southeasterly having a radius of 18.32 feet  
through a central angle of 74° 24' 31" an arc distance of 23.79  
feet and radially from said curve North 0° 03' 14" West 14 feet to  
the said southerly line of 190th Street; thence thereon North  
89° 56' 46" East 1169.22 feet, more or less, to the point of  
beginning.

WHEREAS, the Grantee presently holds certain easements over and  
across Government-owned railroad tracks at the Government Facility for the  
switching of cars between lines of the railroads and two existing spur tracks on  
the Grantee's Plant, free from any obligation to contribute to the maintenance  
of the Government-owned tracks; and

1 WHEREAS, the Grantee has requested the conveyance of further easement  
2 rights, for construction of two additional spur tracks on the Government  
3 Facility to increase connections between the Government-owned tracks and the  
4 Grantee's plant, and for the switching of cars across the Government-owned  
5 tracks and such additional spur tracks between the lines of the railroads and  
6 the Grantee's Plant; and

7 WHEREAS, the Grantee has agreed to quitclaim to the Government all of  
8 its existing easement rights in the Government-owned tracks in consideration  
9 of the Government's grant of a new consolidated easement providing the Grantee  
10 with the additional rights requested and continuing its existing rights of use,  
11 all under the new terms and conditions hereinafter described; and

12 WHEREAS, the Secretary of the Navy has found that the grant of an ease-  
13 ment on the terms and conditions hereinafter stated will not be against the  
14 public interest;

15 NOW, this Indenture witnesseth that, in consideration of the Grantee's  
16 delivery to the Government of a satisfactory quitclaim deed to all of the  
17 Grantee's existing easement rights in the Government-owned tracks at the  
18 Government Facility and of the mutual benefits and advantages to be derived  
19 from this action, the Government, pursuant to the authority of Title 10, United  
20 States Code, Section 2668, hereby grants unto the said Harvey Aluminum  
21 (Incorporated) and its successors and assigns:

22 (a) A temporary easement for construction and installation, at Grantee's  
23 sole cost and expense, of two (2) new railroad spur tracks to connect Govern-  
24 ment Track No. 1, as identified on the map entitled "Harvey Aluminum  
25 (Incorporated), Torrance, California, June 6, 1963" attached hereto and made  
26 part hereof as "Exhibit A", with tracks of the Grantee at the East line of the  
27 Grantee's Plant at the points of junction indicated on Exhibit A, which spur  
28 tracks upon completion of their installation shall become Government property,  
29 comprising a portion of the Government-owned trackage at the Government  
30 Facility; and

31 (b) A perpetual easement for right of use, jointly with the Government  
32 and its successors and assigns, for railroad switching purposes, in such portion

1 of the Government-owned trackage at the Government Facility as shall be neces-  
2 sary to connect the Grantee's Plant with the tracks of the Pacific Electric  
3 Railroad Company and with the tracks of the Atchison, Topeka and Santa Fe  
4 Railroad Company at the points of junction of the two (2) existing spur tracks  
5 presently connecting Grantee's tracks with Government Track No. 1 and the  
6 two (2) new spur tracks to be constructed hereunder <sup>within</sup> ~~with~~ the East property ~~now~~  
7 line of Grantee's Facility, all as delineated on Exhibit A. The Trackage to  
8 which this easement extends is more particularly described as: the four spur  
9 tracks; Government Track No. 1 from Point of Origin to Point of Survey  
10 49 / 26; the entire 2281 feet of siding parallel to Government Track No. 1;  
11 Government Track No. 6 from Point of Origin to Point of Survey 9 / 25; and  
12 the Atchison, Topeka and Santa Fe Railroad connecting track between its Point  
13 of Origin (Point of Survey 9 / 25 of Government Track No. 6) and the East line  
14 of Western Avenue, all as shown on Exhibit A.

15 This easement is granted subject to the following terms and conditions:

16 1. All work in connection with the construction and installation of the  
17 two new spur tracks pursuant to the temporary easement granted herein shall  
18 be accomplished without cost or expense to the Department of the Navy, in  
19 accordance with plans previously approved by the Director, Southwest Division,  
20 Bureau of Yards and Docks.

21 2. All work in connection with the operation, maintenance and repair  
22 of the two new spur tracks and two existing spur tracks required to permit  
23 switching operations between Government Track No. 1 and the Grantee's Plant  
24 shall be accomplished at the sole cost and expense of the Grantee and to the  
25 reasonable satisfaction of the Bureau of Naval Weapons Representative, Long  
26 Beach.

27 3. (a) In addition to its obligations under Condition 2, above, the Grantee  
28 shall pay its established share of the costs of all maintenance performed or  
29 directed by either the Government or its tenant on those portions of Government-  
30 owned track to which its rights of joint use hereunder extend, as particularly  
31 described in the conveyancing clause of this instrument. Such share is hereby  
32 established at sixty percent (60%) of the total costs of such maintenance,

Government's or its tenant's  
1 exclusive of ~~xxx~~ administrative cost and/or overhead cost. Grantee shall make  
2 payment of charges for its share of the maintenance costs within thirty days  
3 after receipt of an invoice for such charges. Such payment shall be made to  
4 the Government or its tenant, as the Government may direct.

(b) Grantee's established share of the costs of maintenance of such  
6 jointly used track shall be subject to renegotiation at any time upon request of  
7 either the Government or the Grantee on the basis that the currently established  
8 share has been rendered inequitable because of changed conditions, particularly  
9 a substantial change in the relative degree of use made of the track by the joint  
10 users; Provided, no renegotiations shall be made more frequently than once in  
11 any consecutive twelve-month period. Any agreement as to change in Grantee's  
12 established share arrived at by such renegotiations shall be expressed in writ-  
13 ing, and the obligations in paragraph (a), above, shall be modified in accord-  
14 ance therewith. In event the representatives of the Government and the Grantee  
15 are unable to reach agreement on a change in Grantee's established share  
16 within sixty (60) days from the institution of renegotiations, the matter shall  
17 be referred to the Secretary of the Navy for decision. The decision of the  
18 Secretary, or his designated representative, as to any change in Grantee's  
19 established share shall be final and conclusive. Such decision shall be reduced  
20 to writing and copies furnished to both the Grantee and representatives of the  
21 Government, to have the same effect on the obligations in paragraph (a) as any  
22 negotiated written agreement as to such change. Pending completion of any  
23 action hereunder the current Grantee's established share shall remain in  
24 effect for purposes of invoicing and payment, but nothing shall prevent the final  
25 decision on any matter referred to the Secretary from being retroactive to the  
26 time of such reference, if such decision shall so specify.

4. The Government reserves the right to relocate, at Government  
28 expense, all or any portion of the Government-owned trackage to which Grantee's  
29 rights of joint use hereunder extend, so long as its relocated trackage will pro-  
30 vide such connections between Grantee's Plant and the tracks of the aforemen-  
31 tioned Railroads as shall be necessary to permit adequate rail service to the  
32 then existing loading and unloading facilities at Grantee's Plant.

1           5. All switching operations on Government-owned trackage hereunder  
2 shall be so conducted as to create the least interference reasonably possible  
3 with operations at the Government Facility.

4           6. Trackage facilities on the Government Facility shall not be used for  
5 storage of cars going to or from Grantee's Plant.

6           7. Grantee shall take such action as shall be necessary to assure that  
7 all gates between Grantee's Plant and the Government Facility are closed  
8 promptly after use in connection with each movement of cars.

9           8. Nothing herein contained shall be construed as imposing upon the  
10 Government any obligation to furnish switching services to Grantee's Plant or to  
11 bear any part of the cost of such services.

12           9. All or any part of the easement herein granted may be terminated  
13 upon failure on the part of the Grantee to comply with any of the terms and con-  
14 ditions of this grant; upon abandonment of the rights granted herein, or upon  
15 nonuse of such rights for a period of two consecutive years.

16           IN WITNESS WHEREOF, the Government, acting by and through the  
17 Department of the Navy, has caused this instrument to be executed the day and  
18 year first above written.

19  
20           Approved as to Form

21           By Stuart R. Foutz  
22           Counsel for  
23           NAVESTDIVDOCKS

UNITED STATES OF AMERICA

24           By W. A. Miller  
25           By direction of the Chief of the  
26           Bureau of Yards and Docks, acting  
27           under the direction of the Secretary  
28           of the Navy

29           W. A. MILLER  
30           CAPT, CEC, USN  
31           Acting Director  
32

BK D2503 P 108

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF SAN DIEGO )

4 On this 19<sup>th</sup> day of May, in the year 1964, before  
5 me MARIE H. WENDT, a Notary Public in and for said County and  
6 State, personally appeared W. A. MILLER known to me to  
7 be the person whose name is subscribed to the within instrument, and  
8 acknowledged that he executed the same by direction of the Chief of the Bureau  
9 of Yards and Docks, acting under the direction of the Secretary of the Navy,  
10 U.S.A.  
11

12  
13  
14 RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.

15 5 Min. Past 2 P.M. JUN 9 1964  
16 RAY E. LEE, County Recorder

Marie H. Wendt

Notary Public

My Commission Expires June 5, 1966







CHARTERED HIGHWAY AVENUE 80.0' WIDE

**HARVEY ALUMINUM**  
(INCORPORATED)  
TORRANCE, CALIFORNIA Dated: Jan 6 49  
PLANT LOCATION TORRANCE, CALIFORNIA  
FACILITY — TORRANCE PLANT  
SUB FACILITY — CONNECTIONS, MAIN RE  
FINES AND IN PLANT STORES

Scale 1"=100'

TRUCK NO. 6

ST. 115.5' x 110.0' 6"  
ST. 110.0' x 110.0' 6"

